

Bulletin

University of Toronto

Friday, October 1, 1976

No. 6

30th Year



Gorm Larsen, The Mississauga Times

A FLOOD OF FRESHMEN: The entire first year class at Erindale was the in middle of having its picture taken a couple of weeks ago when from the roof came cascades of water. Result — refreshed freshmen.

Amid birthday preparations, Erindale looks to future

by Sheila Robinson Fallis

Although its early growth period has not been an altogether easy one for Erindale College, which will hold a week-long celebration October 16-24 to mark the end of its first decade, the suburban campus has found cause for optimism over the past two years.

For one thing, students want to go there. Last year for the first time there were more applicants than the College could handle. This year admission requirements were raised from 60 percent to 67 percent.

"Students tell us they're terrified of being drowned in the huge downtown campus," says Vice-Principal Morton. They like the concept of a small liberal arts college, surrounded by green open spaces, where they have the opportunity to get to know each other and their professors.

Professors like teaching at Erindale. "The students here still possess the enthusiasm of the downtown students of the 60s," says Principal Paul Fox. "They're open and bouncy — they don't walk around looking as if their mother's about to be hanged. Downtown they all want to be lawyers or professors."

The College has already made a name for itself in sciences, and is well-regarded for some of its more innovative courses. "The art education program is one of the most sought after courses in the province," says Professor Morton. And the survey science course is the only one of its kind.

"I think our main accomplishment over the past decade is that we have been able to build up a first class staff and a pretty good academic program in a time of financial stringency," he says.

Both Morton and Fox would like to see the academic standards at Erindale raised to match those prevailing on the St. George campus.

"I'd like to see us improve as a liberal arts college and introduce some graduate teaching. We also need to move towards a full program," says Fox. Some third and fourth year courses are not offered at Erindale and students must travel downtown to take them.

Vice-Principal Morton would also like to see the academic program made "dramatically better" during the second decade and he believes his "new" New Pro-

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President proposes alternative to collective bargaining

President John R. Evans' comments on the Draft Memorandum of Agreement between the University and the U of T Faculty Association appear below. The text of the Memorandum is found on the inside four pages of this issue of the Bulletin.

The University of Toronto Faculty Association has presented to the University community a proposal that future decisions on matters relating to terms of employment of the academic staff and certain other academic matters should be governed by a collective bargaining contract between the University of Toronto Faculty Association and the Governing Council of the University.

Representatives of the University of Toronto Faculty Association and the administration have had a number of discussions about the contract approach over the past six weeks and I would like to express appreciation to the members of the Faculty Association for the open and constructive approach to the discussions which they have adopted.

The issue before us is the most important one now facing the University. The initiative by the Faculty Association reflects widespread concern among members of faculty about the extent of faculty influence over vital academic decisions in the University. This concern is described in detail in the report to the Governing Council this spring from the committee chaired by Professor William Dunphy. This report indicates that there is a perception by many faculty members of a reduced role and status of academic staff on the Governing Council and that many feel a lack of confidence in the Governing Council's ability to appreciate fully the

academic significance of policy matters presented to it.

The size of the University and its bureaucracy have alienated some faculty members and this alienation has been aggravated by a perception of remoteness and insensitivity on the part of the administration. Another important concern has been the impact of financial pressure on salaries, career opportunities and security, and the academic environment — a concern which has led to unionization of faculty at some universities in Canada and the United States. The general situation has certainly not been helped by the increasing government intervention in the affairs of the University and the anti-intellectual sentiments expressed by some members of the public and by the press.

The emphasis placed on these and other concerns varies in different parts of the University but, in my opinion, the most widely held cause of discontent is the sense of loss of faculty influence over policies which relate to terms and conditions of employment particularly where these involve vital academic issues.

I have serious reservations and doubts about the collective bargaining approach and the implications of that approach for the academic community. The Provost and Principal Kruger have expressed their views on these matters in their comments.* Because of my reservations and doubts, I feel it is important to propose an alternative to collective bargaining which will meet the serious concerns of members of the faculty. In developing the following

* Both Provost Donald Chant's comments and those of Principal Arthur Kruger appear on page 3 of this issue.

proposals, I have been influenced by what I believe are the most important provisions of the proposed collective bargaining contract.

1. The administration will ask the Governing Council not to initiate for three years substantial changes in academic staff policies which have been recently approved, specifically the University of Toronto Policy Statements (with 1971 Revisions) commonly known as the "Haist Rules" as amended by the Policy and Procedures on Academic Appointments (June 19, 1975), the Policy and Procedures on Employment Conditions of Part-Time Academic Staff (June 17, 1976), the policy statement on Supplementary Income and Related Activities, as supplemented by the Guidelines on Related Activities, and the policy on normal retirement age as defined in the Pension Plan.

2. The administration will seek Governing Council approval and formal recognition of the Salary-Benefits negotiating process, including outside mediation, if required, and a commitment to continue this process for a period of three years.

3. The administration and the Faculty Association should establish a Joint Committee to serve as a primary means of obtaining faculty views on policies relating to terms and conditions of employment of academic staff. A similar kind of committee met throughout 1975-6 and has continued to meet several times a year. The administration believes that the Joint Committee

should be recognized formally within the University, that its terms of reference should be explicit, and that the Governing Council and the University community should be made aware of the formal establishment of the Committee.

The Joint Committee should consist of four representatives of the Faculty Association and four representatives of the administration of the University and should be established immediately. The Committee should meet regularly at least once a month during the academic year. In addition, either group of representatives may call a meeting on five days' written notice to the other group. The groups of representatives will provide items for the agenda in advance of each meeting.

The Joint Committee, although not empowered with decision-making authority, is to have terms of reference wide enough to allow it to discuss any aspect of the policies, procedures, and practices relating to the terms and conditions of employment of academic staff or any matter relating thereto. These matters will also be referred for discussion in the normal way to the appropriate groups or committees.

An important objective of the Joint Committee's deliberations would be to attempt to achieve a consensus on matters relating to such policies, procedures and practices which would ensure that the views of academic staff members are clearly understood, fully considered, and an effective influence

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This issue: UTFA draft Memorandum of Agreement and comments by President Evans, Provost Chant and Principal Kruger

BRIEFLY

The Council of Ontario Universities has agreed to commit a significant proportion of its Research Division's resources this year to a study of *The University's Role in International Education and Development* requested by the Association of Universities and Colleges of Canada.

At its meeting on Sept. 17, the Council also discussed some problems concerning implementation of the new governmental fees policy for visa students, especially the requirements for a proof of exemption from non-visa students and a common universities policy on fees for graduate students on a visa.

Books in their physical form are seldom lethal weapons but the thoughts they contain may lead to enterprises representing danger to some.

On display now at the Robarts Library is a collection of dissident literature from the Soviet Union and Eastern Europe. Eight countries are represented: Czechoslovakia, Estonia, Latvia, Lithuania, Poland, Russia, the Ukraine and Yugoslavia.

P & R member sought

All members of the University community are invited to submit nominations for

co-opted membership on the Planning and Resources Committee from Scarborough College

Nominations should include:

- (1) A brief and relevant curriculum vitae
- (2) An indication of the nominee's willingness to serve

Nominations should be sent to David Warren, Secretary, Planning and Resources Committee, Room 106, Simcoe Hall, University of Toronto. The deadline for nominations is 12 noon, Friday, October 15, 1976.

The Planning and Resources Committee is responsible for recommending policy to the Governing Council in a number of areas. Its terms of reference include policy on: review of general objectives and priorities of the University, research policy, operating budget planning, and review of major University policy submissions to external agencies.

The successful candidate will serve until June 30, 1977, replacing Professor John Colman who has resigned.

Professor Robert Spencer of the Department of History has been appointed for a five-year term as Director of the International Studies Program in the School of Graduate Studies. He succeeds Professor Harold I. Nelson, who, the School reports, "is taking a well deserved research leave." Prof. Spencer will pass on his duties as Associate Dean of Division I "which he has fulfilled with energy and understanding".

The International Studies Pro-

gram was initiated on a very broad basis in 1966 by President Claude Bissell and has formerly reported to the President's Office through the Dean of Graduate Studies.

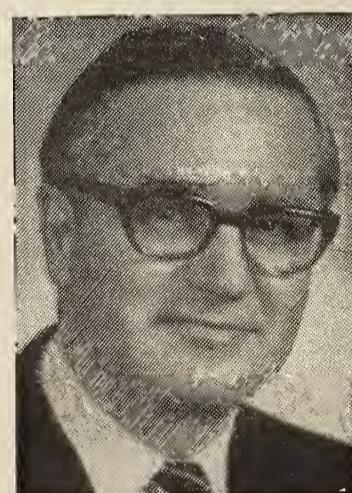
President John Evans has requested that the Program now be administered directly by the School of Graduate Studies.

A recent five-year review of the Program recommended that in addition to the established area studies, emphasis be given to the development of a clear focus in

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Professor Robert Spencer

international relations. At its meeting on Sept. 21 the Council of the School agreed to set up a task group from Divisions I and II to prepare terms of reference to guide international studies for a period of five years.

Consideration will be given to designating the reshaped activities as a Centre for International Studies. "The existing Program", testifies a recent announcement from the School, "continues to benefit from the active interest of Trinity College, not least through the provision of space."

Scholarships in Music

Five major scholarships have been awarded to graduating students in the Faculty of Music.

Caralyn Tomlin, soprano, has been awarded the Eaton Graduating Scholarship for \$2,000. Miss Tomlin has appeared in leading roles in several of the Faculty's opera productions, has sung with the U of T Symphony Orchestra and Concert Choir and has been guest soloist with the Peterborough Symphony Orchestra. She was one of the four students who performed Harry Somers' 12 Miniatures at Convocation on June 10.

W.O. Forsyth Memorial Scholarships have been awarded to three pianists: John Hess and Kerry McShane each won \$3,000 scholarships and Jane Solose one for \$4,500. The award is intended to enable the winners to pursue further musical studies.

John Hess in 1974 won a Contemporary Music Showcase scholarship and recently received

a Canada Council grant to continue his studies in Italy. Kerry McShane has won many scholarships and has performed in the Toronto region both as a soloist and in ensemble. He was a semi-finalist in the 1976 Eckhardt Grammate competition for contemporary Canadian music. Jane Solose was a finalist in the Young Artists' Competition sponsored by the Hamilton Philharmonic and has performed with that orchestra on television. She was a soloist with the U of T Symphony Orchestra last season and a national finalist in the Canadian Music Competitions.

Rosemary Landry, soprano in the operatic diploma program, won the Women's Art Association of Canada Luella McCleary Award for \$750. This is presented to an outstanding woman student in the graduating class in performance or opera. Miss Landry has appeared in several leading roles in Opera Department productions.

A & S committee nominations

Nominations for positions on the General Committee and other committees of the Faculty of Arts and Science opened on Monday, Sept. 27.

Nomination forms and a list of vacancies are available at the faculty office, 1006 Sidney Smith Hall, and at College and Departmental offices. These forms must be returned to the FACULTY OFFICE no later than 4 p.m., Friday, Oct. 8. Forms received after that time will not be valid.

Erindale looks to future

Continued from Page 1

gram for Erindale could help to accomplish this improvement. What he proposes is a more structured curriculum which would guarantee Erindale graduates a well-rounded and demanding educational experience. The proposals will be debated over the next year, and could be implemented as early as 1978 if they are accepted.

The new curriculum includes seven main proposals. All students entering Erindale College and proceeding to a bachelor's degree would be required:

(a) To pass a basic test in English composition administered during their first term at the College. Those who failed would have opportunities to be re-tested and successful completion would be requisite for graduation.

(b) To maintain a "C" average at the end of the first year or after the first five courses at Erindale.

(c) To choose at least one introductory course from each of the Humanities, the Natural Sciences or the Social Sciences.

(d) To choose at least two successive courses in a second language or two courses in Mathematics or an analogous field such as Statistics or Logic in addition to the courses in (c).

(e) If completing a degree with fifteen credits, to complete the requirements for a minor concentration in a discipline or an approved area of study.

(f) If completing a degree with twenty credits, to complete the requirements for specialization in a discipline or approved area of study or to complete the requirements for two minor concentrations.

Where appropriate, specialist programs would include a requirement for an independent research paper or its equivalent, such as used to be the practice for the English Language and Literature program.

Morton stresses that Erindale can offer its students this more structured curriculum without radically altering the organization of divisions and disciplines and without any major redistribution of teaching resources. Beyond applying a slightly different educational philosophy, says Morton, his proposal threatens no breach with the Faculty of Arts and Science. In addition, it meets many of the criticisms of the New Program.

If Prof. Morton's proposal is adopted, Erindale could begin its second decade by undertaking the kind of innovative program envisioned for the suburban campuses when they were established.

SGS COUNCIL ELECTIONS — NOMINATIONS OPEN

Due to an insufficient number of student nominations being received during the 1976 spring elections for seats on the Council of the School of Graduate Studies from Divisions II and IV of the School, by-elections will be held to fill the remaining vacant seats.

Division II	Social Sciences	two seats vacant
Division IV	Life Sciences	one seat vacant

Nomination forms may be obtained at any graduate department office, the Graduate Students' Union office and the School of Graduate Studies.

Student nominations will be open until 4 p.m., Wednesday, Oct. 13. Completed nomination forms must be returned to the School of Graduate Studies, 63 St. George St., prior to this time in order to be valid. Election will be by mailed ballot.

Elected members will serve until June 30, 1977.

President offers alternative for faculty consideration

Continued from Page 1

on policy. Failing such a consensus, representatives of the Faculty Association and of the administration would be free to express their individual views and to have them considered at various stages in the processes of the University. In this connection, the President will undertake to report to the Governing Council fully the nature and extent of the lack of consensus.

The Joint Committee will carry out its duties, not only by initiating matters in its own right, but also by reviewing in a consultative role initiatives proposed by the administration regarding terms and conditions of employment, and by reviewing initiatives proposed by the Governing Council in these areas. The President undertakes to have reviewed by the Joint Commit-

tee all such initiatives by the administration and to request the same commitment from the Governing Council.

The Joint Committee will make regular reports to all faculty via the *Bulletin* so that faculty members will be aware of what is being discussed and be in a position to assess how effectively the interests of faculty members are being addressed by the representatives of the administration and of the faculty.

4. The administration recognizes the need for explicit policies rather than traditional practices for Grievance Procedures, Promotions and Leaves for academic staff. In response to the views expressed by the Faculty Association on these matters, the administration will present at an early date proposals for consideration by the Joint Committee and by

other appropriate bodies for approval by the Governing Council.

5. The administration also recognizes the urgent need to develop explicit policies for librarians relating to such matters as rank, promotion, and salary structure. The administration is seeking the views of the librarians, and studying the recent "Report of the Management Review and Analysis Program at the University of Toronto Library" (June, 1976) and the recommendations made by the Faculty Association. Specific proposals will be brought forward to the Joint Committee within three months of its establishment.

6. The administration will maintain its present practices relating to the Faculty Association regarding dues, services, support, accommodation, and information. No change in these practices will be made without appropriate advance notice and

prior discussion with the Joint Committee.

Basic to these proposals is the establishment of a method of formal and effective consultation on policies which affect the interests of academic staff. Recognizing the right of faculty to such consultation, the administration undertakes not to initiate new or revised policies for academic staff or to recommend to the Governing Council substantial changes in existing practices relating to academic staff without full consultation with the faculty.

I strongly believe that the alternative which I have described is a better method than collective bargaining of meeting the most important concerns of the academic staff. Whatever approach is ultimately adopted it is essential that all members of the academic staff be thoroughly informed about the issues and have a full opportunity to express their views.

John Evans

"Collective bargaining: some concerns", title of Provost's remarks concerning implications of UTFA's draft Memorandum

Provost Donald Chant examines collective bargaining in the University context:

The proposal of the Faculty Association for voluntary recognition as a bargaining unit and for a formal contractual relationship with the administration has a number of attractive features. It would provide a legal guarantee of certain faculty rights and make explicit some of the ground rules for relationships in certain areas between the faculty and the administration. It would be outside the provisions of the Labour Relations Act and, therefore, strikes and lockouts would be illegal. It would settle a number of issues for a period of three years in a reasonably rapid manner. It can be regarded as a rational transition to unionization, if that course is inevitable. It would give the Faculty Association formal status in its relationship to the Governing Council, with whom the proposed contract would be made. And, finally, it seems to provide a more attractive way of achieving certain objectives than the more formal

route of certification as a labour union, though the differences are more apparent than real.

However, I believe that there are serious disadvantages to the contractual approach.

By definition, the formal bargaining process inherent in the contractual approach would emphasize an adversary relationship between the Faculty Association and the administration. This probably is inescapable with respect to the limited issues of salary and benefits and may even be desirable for these issues: certainly such a relationship has been developing in recent years. However, to date, this adversary relationship has not extended to other matters relating to the terms and conditions of employment of academic staff at this University.

The proposed approach involves sanctions or remedies for breaches of contract over some matters which are not appropriate for contracts — i.e., matters which cannot be defined precisely and uniformly across the University in all its divisions: workloads and

working conditions, for example. The collective bargaining approach tends to reduce issues to a standardized contractual form when in fact they cannot be so treated. Attempts to develop precise definitions in these matters for purposes of a contract lead to further bureaucratization and centralization of authority over many matters in the University. Experience elsewhere suggests that it is difficult to avoid the progressive extension of contractual definition of the terms and conditions of employment to other academic matters normally settled in discussions between individual faculty members and department heads, or deans, or in divisional councils. With collective bargaining, and its concomitant tendency towards uniformity, more decisions are shifted from the departmental or divisional level to the central administration.

The voluntary approach to collective bargaining has been described as a collegial approach appropriate to a university such as

ours; yet its result, a bilateral contract, is a contradiction of collegiality. The matters at issue often affect persons in the University other than the two parties that would be in a formal collective agreement and cannot be resolved without considering many points of view.

In my view, this all-important point cannot be over-emphasized: the process of voluntary collective bargaining may seem to be collegial but its result is an adversary relationship founded upon a precise set of regulations that will expand and become more burdensome in the years ahead.

Some may expect voluntary recognition of the Faculty Association as a bargaining unit to improve relations with the Provincial Government or to place the University in a better position for negotiating with the Government. However, voluntary recognition in fact might create new problems between the University of Toronto and the Provincial Government, which could conclude that the "public interest" represented by the lay

members of the Governing Council was no longer influential.

Voluntary recognition of the Faculty Association, or any other single group, could lead to a loss of cohesiveness in the faculty as a whole. Various groups within the faculty could regard such recognition as threatening their interests and drive them also to seek similar recognition or even certification by the Labour Relations Board. Formal recognition of a number of such groups could lead to divisive competition for preferential treatment.

The legitimate demand for equity is too often associated with pressures for levelling to some specifically defined common denominator, the very antithesis of the University's commitment to identify and support excellence. In most cases, our ability to maintain the range of differences in this large and complex University should be protected so that we will be able to serve the needs of colleagues and disciplines whose best interest cannot be subsumed

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Several points require clarification, says Kruger

Arthur Kruger, Principal of Woodsworth College, discusses the UTFA Memorandum:

I have read with interest the report of the Salary and Benefits Committee of the Faculty Association concerning collective bargaining outside of the Ontario Labour Relations Act. I feel there are several points raised which require clarification and discussion.

The report recognizes that a substantial majority of the faculty do not wish to become unionized. Under the Ontario Labour Relations Act, an employees' association or a trade union can become certified by the Labour Board, or can request its employer to grant it bargaining status by voluntarily recognizing it as the bargaining agent of a certain group of employees. This latter course is the route being proposed by the Salary and Benefits Committee of the Faculty Association, albeit outside the Labour Relations Act.

The report notes that some colleagues serving temporarily as administrators could be retained as members of the University of Toronto Faculty Association. It should be realized that the membership of these administrators in the Faculty Association is a major road-block to status as a trade union within the Act. If, at some time in the future, these few administrators were expelled from the University of Toronto Faculty Association, a very strong argument could be made that the University of Toronto Faculty Association was a trade union under the Act, and that what the report calls collective bargaining outside the Labour Relations Act would be a collective agreement within the Act with all the ramifications which the Committee claims it is trying to avoid, e.g., loss of professionalism, levelling lock-step approach of unionization, intrusion of outsiders on the relationship, increased bureaucracy.

These consequences could occur at some future time without discussion as to whether or not this unit

was an appropriate bargaining unit, and without a secret ballot vote of all persons affected in order to determine the wishes of the majority of the faculty. This is the road along which this committee is suggesting we travel.

Much is made in the report of the differences between collective bargaining within the Labour Relations Act, and collective bargaining outside the Labour Relations Act. Let us examine those alleged differences:

1. The report suggests that the collective bargaining relationship should pertain exclusively to matters of employment and not interfere with matters properly dealt with in academic councils. This is true of any form of collective bargaining. Employers negotiate terms and conditions of employment, but jealously safeguard their "management rights". The adversary bargaining relationship proposed by the University of Toronto Faculty Association threatens to undermine current consultative arrangements for determining these matters;

2. The report states that a collective agreement under the Act creates an employer-employee dichotomy which the Committee seeks to avoid by using terms such as "University", "faculty members" and "librarians", instead of "employer" and "employee". This is indulging in word magic to disguise the dramatic and far-reaching move from collegiality to confrontation inevitable in an adversary bargaining relationship;

3. The report states that a unionized collective agreement would carry with it inevitable demands for union-shop, check-off and compulsory membership. This is not so. There are many collective agreements without such requirements. It should also be pointed out that membership is voluntary in the University of Toronto Faculty Association now. This practice does not prevent the University of Toronto Faculty Association in future negotiations from seeking

compulsory membership or compulsory payment of dues. This has proved to be the common pattern in collective bargaining;

4. The report suggests that a collective agreement outside the Act would keep the Labour Relations Board out of faculty-university affairs. The Labour Board is primarily concerned with certification and unfair labour practices by employers and unions. Aside from a general control over "bargaining in good faith", the Labour Board has little impact on the bargaining process and relationship. It is true that the Department of Labour provides conciliators and mediators to try to help the parties reach a collective agreement, but their role is advisory only. It is strange, to say the least, that the Committee would fear this type of assistance but proposes to go to outsiders for determination of salaries and benefits in its "final offer selection" proposal;

5. The report suggests that a strike is inappropriate in the University setting. There is nothing in the Labour Relations Act which requires that the union strike if an agreement cannot be reached. The strike is a weapon which can be used or not used as the union in question determines.

After all the rhetoric is discounted, there is little real difference between voluntary recognition and formal certification under the Ontario Labour Relations Act. What difference exists between them is primarily in the way the parties are brought to the negotiating room and what opportunity is available for groups of faculty opposed to bargaining to make their views known before bargaining begins. Once the parties begin bargaining, the two systems work almost identically. The result in both cases is a written contract outlining the terms of agreement in language drafted by lawyers with an eye to enforcement, and adjudication of disputes over interpretation.

Arthur Kruger
Principal, Woodsworth College

Draft Memorandum of Agreement proposed by UTFA

This draft Memorandum of Agreement pertaining to terms and conditions of employment for faculty members and librarians was prepared by the Salary and Benefits Committee of the University of Toronto Faculty Association. The draft will be submitted to the UTFA Council October 6, and, if approved, to the general membership on October 20.

Members of the Salary and Benefits Committee are: Daniels (Physics), Brook (Chemistry), Conacher (His-

tory), Craig (Engineering), Eastman (Political Economy), Eberts (Law), Elmer (Religious Studies), Finlayson (History - U.C.), Fitting (French, St. Michael's), Foster (Library), Gauthier (Philosophy), Holladay (Near Eastern Studies), Hosek (English - Victoria College), Marsden (Sociology), Sheehan (FEUT), H. Smith (S.G.S.), Uzumeri (Engineering), Williams (Medicine), Winter (Fine Art), J.E. Smith (Political Economy), Chairman.

Memorandum of Agreement between The Governing Council of The University of Toronto and The University of Toronto Faculty Association

Memorandum of Agreement made this _____ day of _____, 1976,

Between:

The Governing Council of the University of Toronto, ["the University"]

and

The University of Toronto Faculty Association ["the Association"]

This Agreement Witnesseth that in consideration of the mutual promises of the parties herein contained, the parties hereto respectively agree as follows:

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General Purpose

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship outside the Labour Relations Act of the Province of

Ontario between the University and faculty members and librarians represented by the Association. It is the desire of both parties to promote and maintain harmonious, collegial relationships within the University of Toronto, and to provide a mutually acceptable means for settling differences which may arise from time to time.

Bargaining Unit

2.01 The bargaining unit shall consist of all persons employed on a full or part-time basis by the University of Toronto and its affiliated institutions as instructor, tutor, senior tutor, lecturer, assistant professor, associate professor, professor, University professor or professional librarian, except persons holding a position listed in Appendix A. The parties may from time to time agree to include additional persons in, or exclude persons from, the bargaining unit.

APPENDIX A

The President of the University
All Vice Presidents and Vice Provosts of the University
Heads of Schools, Divisions, Faculties or Colleges
The Chief Librarian
Faculty members elected or appointed to the Governing Council (during their term of office)
Faculty members holding visiting, adjunct, or status only appointments to the University of Toronto
Part-time Faculty members or librarians without tenure on less than 50% appointments.
Members of the Ontario Institute for Studies in Education
Members of the clinical staff of the Faculty of Medicine, as defined in the University "Policy and Procedures on Academic Appointments", section 11 note.

Terms and Conditions of Employment

3.01 The parties agree that the terms of the Collective Agreement create and confirm the minimum rights, privileges and benefits that the University shall grant to the University of Toronto Faculty Association and to the members of the bargaining unit. Nothing in this Agreement shall prevent an individual or group of individuals from bargaining for and receiving salary rates or conditions more favorable than those set out in this Agreement.

3.02 This Article shall not be interpreted as placing any restriction on the discretionary authority of the Vice President and Provost to allocate funds placed at his or her disposal to deal with individual inequities, anomalies and related contingencies not covered in Article 3.01. The amount of such funds shall be mutually agreed by the parties.

3.03 This Agreement shall not apply so as to affect adversely any existing rights of faculty and librarians pertaining to terms and conditions of employment i.e. tenure.

Dues

4.01 No faculty member or librarian shall be required to join the Association as a condition of

employment. However, the University shall continue the present practice of deducting Association dues from all members of the bargaining unit who so elect, and shall forward the dues collected to the Association in accordance with the present practice.

4.02

The University shall provide the Association with a monthly list of all persons from whom deductions have been made. On January 1 and July 1 of each year, the University shall also provide the Association with a list of all eligible members of the bargaining unit.

Academic Freedom

5.01

The parties to this Agreement acknowledge that the University is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge. To this end, they agree to abide by the principles of academic freedom as expressed in the following statement: academic freedom is the freedom to examine, question, teach, and learn, and it involves the right to investigate, speculate, and comment without reference to prescribed doctrine, as well as the right to criticize the University and society at large. Specifically, and without limiting the above, academic freedom entitles employees to: a) freedom in carrying out their activities as teachers and professional librarians; b) freedom in pursuing research and scholarship and in publishing or making public the results thereof; and c) freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual nor does it preclude commitment on the part of the individual. Rather, academic freedom makes such commitment possible.

5.02

Both parties further agree to be bound by the University *Guidelines for Research Involving Human Subjects*, dated 19 August 1975, and the policies of the University Animal Care Committee pertaining to the use of vertebrate animals pursuant to the Animals Research Act.

Management Rights

6.01

The Association acknowledges the management responsibilities and functions of the University and agrees that such shall be continued, subject to the express provisions of this Agreement.

Reserved Rights

7.01

Nothing in this Collective Agreement shall be interpreted as in any way altering, infringing or diminishing the traditional role of the faculty and librarians in the academic governance of the University, its right to representation in Governing Council, the authority and duties of Division Councils and similar bodies, as well as the right of faculty, individually and collectively, to participate directly in the formation and recommendation of policy within the University of Toronto and its component parts - all of which shall continue.

No Discrimination

8.01

The parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised toward any faculty

member or librarian in respect to salaries, fringe benefits, pensions, rank, promotion, tenure, reappointment, dismissal, sabbatical or other leaves, or any other terms and conditions of employment by reason of age (except for retirement as provided for in this Agreement), race, creed, colour, national origin, citizenship, religious or political affiliation or belief, sex, sexual orientation, marital status and/or family relationship, place of residence, membership or activity in the Association.

No Strikes or Lockouts

9.01

The parties agree that strikes and lockouts are inappropriate in the University environment. Accordingly, the Association undertakes that it will not call or participate in any strike, and the University undertakes that it will not effect or participate in any lockout during the currency of this Agreement.

Joint Committee

10.01

A Joint Committee consisting of four (4) representatives of the Association and four (4) representatives of the University shall be established within fourteen (14) days of the ratification of this Agreement. This committee shall meet at least once a month during the academic year. Either party may call a meeting on five (5) days written notice. The parties will exchange written agenda in advance of each meeting.

10.02

In addition to performing the specific tasks assigned to it by this Agreement, the Joint Committee shall generally oversee the administration of this Agreement. It shall seek the timely correction of conditions which may give rise to misunderstanding, and shall be the forum for the exchange of information required by this Agreement.

Association Relations

11.01

The University agrees to provide the Association with the use of suitable services, office space, telephone lines, and the use of University postal service.

11.02

The University shall allow the Association use of university reproduction services, computing facilities and audio-visual equipment at standard university rates.

11.03

Subject to availability, the University shall provide the Association with suitable meeting rooms free of charge.

11.04

The President of the Association, the Chairman of the Association Grievance Committee, and the Chairman of the Association Salary and Benefits Committee shall be entitled to a fifty (50) percent reduction in teaching load. The University shall assume financial responsibility for such release time in accordance with standard budgeting practices. Contribution to the Association will be considered along with academic duties in computing salary increases, PTR, and similar benefits for such persons.

Correspondence

12.01

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the President of the University and the President of the Association.

Copies of Agreement

13.01

The University agrees to provide all members of the bargaining unit with a copy of this Agreement and any amendment which may be made thereto.

New Members of the Bargaining Unit

14.01

The University agrees to inform all newly appointed members of the bargaining unit that a Collective Agreement is in effect, and to distribute to them a copy of the Agreement at the time of their appointment.

Appointments and Tenure

15.01

Both parties agree to be bound for the term of this Agreement by the statement concerning *Policy and Procedure on Academic Appointments* approved by Governing Council 1 March, 1976, with the following modifications:

(a) Article 16, paragraph 1

The following sentence to be added at the end of the paragraph:

"The division head or chairman shall prepare and provide a brief summary of the content of the above appraisals and evaluation, without identifying their sources, to the candidate at the time of submission of the dossier as specified below".

(b) Article 24. The following paragraph should be added to Article 24:

The Tenure Appeal Committee shall continue as constituted. Future vacancies, including that of the chairman, shall be filled by the President with the concurrence of the Association.

(c) Article 27A Rights of faculty members granted tenure upon appeal

In the event that a faculty member is granted tenure by the Second Tenure Committee, that person shall immediately be considered for any promotion and be eligible for any merit salary increases that may have been denied him or her by reason of the tenure denial and for reimbursement of expenses reasonably incurred in his or her tenure appeal.

Part-time Appointments

16.01

Both parties agree to be bound by the provisions of the University "Policy on Part-time Appointments" approved by the Governing Council, June 17, 1976. The University further agrees that if a part-time appointment is not to be renewed, then the individual on such appointment must be notified prior to December 31 of that academic year in the same manner as full-time faculty members.

Promotions

17.01

The parties agree to establish immediately a select committee composed of eight faculty members (widely representative as to rank and Faculty) appointed by the President with the concurrence of the Association and chaired by the Vice President and Provost or his or her designated representative. This committee shall formulate criteria and procedure for academic promotions consistent with the *Report of the Task Force to Review Policy and Procedures on Academic Appointments* [the "Forster Report"]. Pursuant to that Report, the committee shall be guided by the following principles:

- The present rank structure of Lecturer, Assistant Professor, Associate Professor, and Professor shall be retained.
- Known criteria shall be established for promotion to all ranks.
- Each Department and /or Division shall establish and publish a regular promotion procedure. An appellate procedure shall be established at appropriate levels.
- Resonable and equitable standards for promotion shall be applied across the University which shall take into account the differing patterns of activity which characterize each Faculty.
- A University Promotions Committee, chaired by the Vice President and Provost or his or her designated representative, and composed of representative faculty members appointed by the President with the concurrence of the Association, plus the Dean of the School of Graduate Studies or his or her designated representative, shall be established for the purpose of reviewing recommendations from all Divisions to insure that proper procedures have been followed.

17.02

The committee shall render its report no later than March 31, 1977. That report, when ratified by the parties, shall become a part of this Agreement.

Workloads

18.01

Because of the widely varying nature of professional duties, the parties agree that faculty

members must be accorded a high degree of independence in scheduling their time. Accordingly, workloads and their scheduling shall be fair and equitable, taking into account not only the size and level of classes as well as the scheduled hours of lectures, seminars, laboratories, and other paedagogic activities, but also unscheduled commitments such as thesis supervision, counselling, and administrative duties. Individual workloads shall be determined by the Department, or its equivalent most familiar with programme requirements. Departmental policy shall be determined so as to ensure accountability to the Department as a whole on the part of those responsible for the decisions, pursuant to the Haist Rules. In determining what is "fair" and "equitable" under this paragraph, practices in the University during the 1975-1976 academic year shall be one of the important elements to be considered.

18.02

To prevent further deterioration in staff-student ratios and the concomitant decline in the quality of instruction, the Joint Committee (see Article 10) shall be responsible for reviewing faculty workloads and compiling such statistics as it deems appropriate. All reports, studies and surveys pertaining to workloads conducted by Divisions, Colleges or Departments, or by the Governing Council or any of its committees, shall be provided to the Joint Committee which shall have the final responsibility for recommending policy guidelines to the parties. The Committee shall report regularly to the parties no later than June 30th of each year.

18.03

Since all faculty members are expected to devote a considerable portion of their time to research and publication and to keeping abreast with the literature of their discipline, no faculty members shall be expected to engage in formal scheduled teaching for more than two (2) terms in any academic year, and those terms shall be the Spring and Fall terms except in those Faculties which have established by the 1975-1976 academic year the practice of full-year operations. Summer teaching in Woodsworth College shall continue on an optional or overload basis.

Working Conditions

19.01

The University shall ensure that there is an adequate level of support in the following areas: (a.) secretarial and related services, (b.) technical support staff, (c.) office and laboratory space, (d.) library services, (e.) supplies and equipment, (f.) instructional aids, (g.) teaching assistants, research assistants and markers.

19.02

During the life of this Agreement, "adequate" shall mean that levels of support will not fall below those for 1975-1976. What constitutes an adequate level of support in any area may be adjusted from time to time by agreement between the parties.

Personnel Files

20.01

A faculty member or librarian shall have the right to examine all files pertaining to that individual kept by any sector of the University, and to have such files corrected or supplemented in cases of error or inadequacy, except for those documents specified in section 20.03 below.

20.02

No document contained in any file of any member of the bargaining unit shall be released or be made available to any third party, except for University administrative purposes, without the express written consent of that member, or as required by law.

20.03

Letters of reference and internal evaluations dealing with appointment, probationary review, promotion and tenure shall be confidential until the particular personnel action has been completed, after which they shall be destroyed, except in the case of tenure proceedings in which tenure has been denied after appeal and/or consideration by a second tenure committee; in such case, all such material shall be sealed and deposited with the University's solicitors, who shall hold it in trust against possible future litigation.

Political Candidacy

21.01

Both parties agree to be bound by the statement in the Haist Rules.

Appointment of Administrators

22.01

Both parties agree to be bound by the provisions of the Haist Rules regarding the appointment of Deans, Directors, Associate Deans, and Chairmen.

Supplementary Income and Related Activities

23.01

Both parties agree to be bound for the term of this Agreement by the statement concerning *Supplementary Income and Related Activities*, dated June 29, 1972 and the guidelines thereto, dated May 10, 1973.

Contract Policy

24.01

(Reserved)

Patent Policy

25.01

(Reserved)

Leave

26.01

Sabbatical Leave.

The University maintains a policy of sabbatical leave intended for academic study, research, and writing which provides means by which members of the bargaining unit may increase their knowledge, further their research, stimulate intellectual interests, strengthen their contacts with the community of scholars, and thus enhance their contribution to the research and teaching activities of the University. The right of a member of the bargaining unit to sabbatical leave shall not be infringed during the term of this Agreement. It shall be regulated by the following principles:

- A faculty member is entitled to sabbatical leave of twelve months at seventy-five percent salary after every six years of full-time service at the University of Toronto.
- As an alternative, the faculty member may elect a six-month sabbatical leave at full salary after the same period of service. In such case, the leave may commence either July 1 or January 1, subject to the approval of his or her chairman or dean.
- A tenured faculty member may, as an alternative, request a leave of six months at half salary after three years of full-time service. In such case the leave, if approved by appropriate University authority, may commence either July 1 or January 1, subject to the approval of his or her chairman or dean.
- The sabbatical allowance to which a faculty member is entitled may be paid in part as a research grant. The award of a research grant shall be made in accordance with University policy for awarding research grants.
- Subject to approval by appropriate University authority, sabbatical leave may be taken after five years.
- Faculty members on sabbatical leave shall be entitled to salary increases and consideration for promotion on the same basis as all other faculty members. Fringe benefits will continue on the same basis.
- A faculty member who wishes to take sabbatical leave shall inform his or her chairman in writing no later than October 31 of the academic year preceding. Such statements of intent may be withdrawn up to three months prior to the academic year in which the leave is to be taken. Afterwards, they may be withdrawn only with the consent of the appropriate University authority. However, this consent shall not be unreasonably denied, particularly in cases where the circumstances (e.g. funding) are beyond the control of the individual.
- The schedule of payments of sabbatical entitlements shall be at the discretion of the faculty member concerned.

26.02

Leave of Absence

- Leave of absence with or without pay may be agreed upon by the University and a faculty member or librarian at any time. Permission for leave of absence without pay shall not be unreasonably denied by the University. Leave of absence without pay shall not normally exceed three (3) consecutive years.
- Faculty members or librarians on leave of absence receiving twenty-five (25) percent of salary or more shall be entitled to full participation in University benefit plans. A faculty member or librarian on leave without pay (or who receives less than 25% of salary) may maintain membership in the University benefit plans in accordance with present practice.

26.03

Sick Leave

In cases where faculty members or librarians are unavoidably absent from their duties because of illness or injury, the University shall continue to provide full salary and benefits until such time as payments under the Group Long Term Disability Plan come into effect. Membership in the Group Long Term Disability Plan shall be mandatory.

26.04

Childbirth Leave

- Childbirth leave with full salary and benefits, and the right to return to the same position at the expiration of leave, shall be granted to all members of the bargaining unit, up to a maximum of seventeen weeks. The date of commencement of leave, and its length (up to seventeen weeks) shall be in the sole discretion of the member, and the University may not require the member to begin leave before the date chosen by her. Should the health of the mother or child require additional time off, the appropriate university authority may grant an additional leave of absence with full salary and benefits, for a period of up to twelve weeks and the person shall have the right to return to the same position at the conclusion of such extra leave.
- The parties recognize that it is in the best interests of both the University and the member to make arrangements for childbirth leave as far as possible in advance of the estimated date of delivery. It shall be granted without prejudice to promotion and tenure considerations, and without loss of fringe benefits or any other rights and privileges.

26.05

Child Care Leave

Members of the bargaining unit with continuing child care responsibilities shall, at their discretion, be entitled to a reduced teaching load (or a reduced workload for librarians) for a maximum of three years with no loss of tenure, rank, fringe benefits, and other rights and privileges. Salary in such cases shall be pro-rated.

26.06

Short-term Compassionate and Emergency Leave

A member of the bargaining unit may arrange short-term compassionate or emergency leave with his or her chairman with no loss of salary or benefits. Requests for such leave shall not be unreasonably denied.

26.07

Adoption Leave

Faculty members or librarians who adopt a child, and who have the primary responsibility for the care of that child, shall be granted leave under the provisions applying to childbirth leave.

Contractually Limited Appointments

27.01

The parties agree that the number of contractually limited appointments shall not be increased above that of academic year 1975-1976.

27.02

The parties further agree that the number of such appointments should be reduced and that tenure stream appointments should be made in lieu thereof.

Employment of Non-members

28.01

The University agrees not to increase the amount of teaching performed by non-members of the bargaining unit (as evidenced by the proportion of monies expended in academic salary budgets - which shall not increase in relative amount from the sums expended in academic year 1975-1976) for the duration of this Agreement. The foregoing shall not apply to persons represented by the Graduate Assistants Association or to members of the University administration.

Anomalies

29.01

The University agrees to correct all remaining anomalies pertaining to the salaries and fringe benefits of female members of the bargaining unit. These corrections shall be made prior to December 31, 1976, and shall not be an issue in subsequent collective bargaining of salaries and benefits. The Joint Committee shall be charged with continuing to monitor sex-based and other differentials in salaries and benefits.

Pensions

30.01

The parties agree to establish a Pension Review Committee, composed of two (2) members chosen by the Association, and two (2) members chosen by the University, which shall examine all aspects of the pension system for academic staff at the University of Toronto. The Committee shall report regularly to the principals no later than June 30th of each year. The parties shall agree upon a chairman of the committee at the signing of this Agreement.

Retirement

31.01

No member of the bargaining unit shall be required to retire before the end of the academic year in which he or she reaches the age of sixty-five. Members of the bargaining unit who reach the age of sixty-five, may, at the discretion of the Department and Faculty concerned, be offered additional annual appointments (full- or part-time) until age sixty-eight (68).

Librarians

32.01

Status

Subject to the provisions hereof, librarians shall enjoy full academic status with all of the rights, privileges, and responsibilities pertaining thereto.

32.02

Rank Structure

Librarians shall be designated by four ranks: Librarian I
Librarian II
Librarian III
Librarian IV

32.03

Appointment

The principles prescribed in the University of Toronto "Policy and Procedures on Academic Appointments", March 1, 1976, as amended by this Agreement, shall apply to the appointment of librarians. For this purpose, the Chief Librarian shall be considered the equivalent of a Dean of a multi-department faculty. A representative committee of six librarians elected by the Librarian's Association of the University of Toronto, three of whom shall be from the central system and three from affiliated libraries, and chaired by the Chief Librarian or his or her designated representative (referred to henceforth as the Procedures Committee), shall formulate precise procedures governing the application of this paragraph. These procedures, when ratified by the principals, shall become part of this Agreement.

- a. *General.* Individuals may be appointed at various levels and ranks. Normally, an individual beginning his or her career will serve a four-year term before permanent status is granted.
- b. *Librarian I (Probationary Appointment).* The rank at which a professional career normally begins, and which shall not exceed two years. During the probationary period, the Department head shall meet with the probationer quarterly to review his or her performance. There shall be a written evaluation every six months. If an individual on a probationary appointment is not to be offered a contract appointment (Librarian II), he or she shall be notified at least six (6) months prior to the expiration of the probationary period.
- c. *Librarian II (Contract Appointment).* The duration of this appointment shall not exceed three years, after which a decision of permanent status must be made. The principles of the University of Toronto statement on "Policy and Procedure on Academic Appointments", March 1, 1976, as amended by this Agreement, shall apply. The Procedures Committee, *supra*, shall formulate precise procedures governing the application of this paragraph. These procedures, when ratified by the parties, shall become a part of this Agreement.
- d. The granting of permanent status shall be accompanied by promotion to the rank of Librarian III. An individual initially appointed to the rank of Librarian III (or Librarian IV) may or may not be granted permanent status simultaneously. If permanent status is granted, the normal procedures shall be followed. If the appointment is without permanent status, then a decision to award such must be made within one (1) year.
- e. Criteria for promotion from the rank of Librarian III to Librarian IV shall be formulated by the Procedures Committee, *supra*. These procedures, when ratified by the parties, shall become a part of this Agreement.
- f. All Librarians with continuing appointments shall be deemed to have been awarded permanent status. Librarians who are presently at the rank of Librarian II and who have continuing appointments shall be considered for promotion to the rank of Librarian III in accordance with the schedule above.

32.04

Workload

The full-time workload of Librarians shall be thirty-six and one-quarter (36 1/4) hours per week. Workloads and their scheduling shall be fair and equitable. The workloads of individual librarians shall be determined through appropriate collegial consultation, pursuant to the Haist Rules.

32.05

Vacation

Librarians shall be entitled to twenty-one working days vacation per year. Librarians who are employed for less than one year shall be entitled to vacation on a pro-rata basis.

32.06

Study and Research Opportunities

- a. Librarians shall be entitled to the same sabbatical, study leave, and research opportunities provided members of the teaching staff.
- b. Librarians shall be encouraged to apply for associated faculty status in the department or division of their specialty. The criteria for such appointments shall be jointly determined by a special committee composed of three (3) representatives appointed by the Vice-President and Provost, three (3) representatives elected by the Librarian's Association of the University of Toronto, and chaired by the Dean of the School of Graduate Studies or his or her designated representative. The report of this committee, which shall be rendered no later than February 1, 1977, when ratified by the parties, shall become a part of this Agreement.

32.07

Salaries and Benefits

Salaries and benefits for librarians will be negotiated simultaneously with those for teaching faculty pursuant to the procedures specified in this Agreement.

32.08

Equalization

Salaries and benefits of librarians at the federated colleges and other affiliated libraries shall be equalized with those librarians in the central system. The University shall establish a special fund for this purpose and equalization shall not be an issue in collective bargaining of salaries and benefits.

32.09

Administrators

Library administrators at the rank of department chairman and above shall be chosen henceforth in accordance with the principles of the Haist Rules. Because of the greater need for administrative continuity, the terms of library administrators shall be for seven years and may be renewed without restriction. Salary supplements for administrative positions shall be determined by the Vice President and Provost consistent with University policy, providing that no administrator shall suffer a loss of salary as a result of this Agreement.

32.10

Dismissal

Dismissal of librarians with permanent status shall be made only for just cause in accordance

with the *principles* prescribed in the University Policy and Procedures on Academic Appointments. The Procedures Committee, *supra*, shall formulate precise procedures governing the application of this paragraph. These procedures, when ratified by the parties, shall become a part of this Agreement.

32.11

Governing Council Constituency

Librarians shall be recognized as an additional, separate constituency of Governing Council. The parties agree that they will jointly recommend amendment of the University of Toronto Act to achieve this purpose.

32.12

Contract Applicability

Except as expressly provided for, all other portions of this Collective Agreement shall apply to librarians and faculty alike.

Grievance Procedure

33.01

Definition of a Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement.

33.02

Settling Grievances

An earnest effort shall be made to settle grievances fairly and promptly. The parties agree to be bound by and give full and immediate effect to decisions arrived at under the procedures detailed hereunder. A faculty member or librarian who files a grievance may be accompanied by a grievance representative from the Association at any step in the grievance procedure if he or she so desires.

Step No. 1. If a faculty member or librarian has a grievance he or she shall discuss it orally and informally at the lowest administrative level having the authority to dispose of it. This shall usually be the Department chairman or equivalent. Such grievances should be raised not more than twenty (20) working days after the grounds for the complaint should reasonably have been expected to be known to the faculty member or librarian. The Department chairman (or equivalent) will give a decision within three (3) working days after the grievance has been presented.

Step No. 2. If the grievance is not resolved at Step No. 1, then, within five (5) working days, the faculty member or librarian may present a written grievance to the Dean, Principal, Chief Librarian or the equivalent of his division. The Dean, Principal, or Chief Librarian will give a decision in writing within five (5) working days.

Step No. 3. If the grievance is not resolved at Step No. 2, the grievor or the Association with the consent of the grievor, within seven (7) working days after the written decision has been given at Step No. 2, may present the grievance to the Vice President and Provost. The Vice President and Provost will give a decision in writing within seven (7) working days.

Step No. 4. Failing a satisfactory settlement at Step No. 3, the Association, with the consent of the grievor, may refer the grievance to arbitration pursuant to Article 33.08 within fifteen (15) working days thereafter.

33.03

Group Grievance

A group grievance, which is defined as an alleged violation of this Agreement concerning two or more faculty members or librarians in a Department, may be brought forward at Step No. 1 of the grievance procedure at any time within thirty (30) working days after the grounds for the complaint should reasonably have been expected to be known. If the grievance is not settled at this stage, it may be pursued through the remaining steps of the grievance procedure.

33.04

Association Grievance

Should any difference arise between the University and the Association as to the interpretation or alleged violation of the provisions of the Agreement affecting the Association as such, or faculty members (or librarians) in more than one Department, the Association shall have the right to bring forward any such complaint at Step No. 3 of the grievance procedure. If such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of a faculty member or librarian.

33.05

University Grievance

The University may bring forward at Step No. 3 of the grievance procedure any complaint with respect to the conduct of the Association, its officers or employees. If such complaint is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration in the same way as the grievance of a faculty member or librarian.

33.06

Non-Applicability

The grievance procedure herein specified shall not be applicable to decisions of appointments, tenure and dismissal. In all such cases, the procedure specified in the University document entitled "Policy and Procedures on Academic Appointments", March 1, 1976, as amended by this contract, shall apply.

33.07

Time Extension

The time limits set forth in this article may be extended by mutual agreement of the parties.

33.08

Arbitration

If a grievance is not settled at Step No. 3, either party may notify the other within a further period of fifteen (15) working days that it intends to proceed to arbitration. This notice of intention to proceed to arbitration shall contain the details of the grievance, a statement of the issue in dispute, a statement of the type of remedy sought by the party from an arbitration board, and the name of the party's nominee to the proposed arbitration board.

33.09

The party who receives the notice of intention to proceed to arbitration shall then notify the originating party of the name of its nominee to the proposed arbitration board within ten (10) working days of receiving notice.

33.10

The two nominees appointed shall select a Chairman for the board, but if they are unable to agree upon the selection within a period of ten (10) working days after the appointment of the second nominee, the Chairman shall be appointed from a board of five (5) persons (mutually agreed upon by the parties at the signing of this contract) who shall serve in rotation. Vacancies on the board shall be filled by mutual agreement.

33.11

A board of arbitration shall not have the authority to make a decision which is inconsistent with the terms of the Agreement nor to add or amend any of the terms of the Agreement. The jurisdiction of the arbitration board shall be confined to the issue in dispute. The decision of the board of arbitration shall be final and binding upon the parties. The decision shall be unanimous or one reached by the majority of the board; provided, however, that if there is no majority decision then the decision of the Chairman shall constitute the final and binding decision of the board.

33.12

In the event the Chairman of the board is selected from outside the University community, his or her expenses shall be borne equally by the parties. Should any party's nominee be from outside the University community, then that party shall bear the expense of its nominee.

33.13

This Agreement shall constitute a submission within the meaning of the Arbitration Act, R.S.O. 1970, Chapter 25 and amendments.

33.14

The time limits set forth in this article may be extended by mutual agreement between the parties.

Salaries and Benefits

The salaries and benefits portion of this Agreement shall be negotiated annually in accordance with the following procedure. The salary year shall be as specified in the subsidiary agreement on salaries and benefits.

34.01

Prior to December 31 of each academic year, the Association shall, by written notice, call on the University to enter into negotiations pertaining to salaries and benefits for the next academic year. The notice shall specify the items on which agreement is sought.

34.02

The parties shall thereupon bargain in good faith, and shall make every reasonable effort to reach agreement.

34.03

If agreement has not been reached by February 15, either party may request mediation. A list of five (5) mediators, in order of preference, shall be agreed by both parties at the signing of this Collective Agreement. (The list of potential mediators may be amended from time to time by mutual consent. An individual who has served as mediator may be stricken from the list at the wish of either party subsequent to his service.)

34.04

If agreement has not been reached within two (2) weeks after the appointment of a mediator, either party may serve written notice of intent to proceed to arbitration on the matters outstanding. (This date may be extended by mutual agreement.)

34.05

The notice of intent to proceed to arbitration shall contain:

- a. a statement of all matters in issue which are to be submitted to arbitration;
- b. the final offer of the party on each issue which, combined, shall be the party's final offer of settlement;
- c. the name of the party's nominee as arbitrator.

34.06

Within five (5) working days of receipt of notice of arbitration (*supra*), the other party shall serve a written reply. This reply shall contain:

- a. a statement of any disagreement as to the matters in issue contained in the notice of arbitration;
- b. the final offer of the party on each issue which, combined, shall be the party's final offer of settlement;
- c. the name of the party's nominee as arbitrator.

34.07

Within five (5) working days of the service of the reply (*supra*), the nominees of both parties shall meet and select a chairman. In the event that the nominees are unable to agree upon a chairman within a period of five (5) working days, the

chairman shall be selected at random from a list of three names mutually agreed on by the parties at the signing of this Collective Agreement. (The list of potential chairmen may be amended from time to time by mutual consent. An individual who has served as chairman may be stricken from the list at the wish of either party subsequent to his service.)

34.08

The arbitrators shall have the jurisdiction to decide only between the final offers of settlement submitted by the parties as a package (*supra*), and shall not have jurisdiction to decide upon any other matter or in any way to alter, modify, amend or change the final offers of settlement submitted by the parties.

34.09

The decision of any two (2) arbitrators shall be binding and final upon both parties. In the event two (2) arbitrators cannot agree, then the decision of the chairman shall bind both parties.

34.10

The arbitrators shall render their decision within twenty (20) working days of the appointment of the chairman, unless such time is mutually extended by both parties.

34.11

This agreement shall constitute a submission within the meaning of the Arbitration Act, R.S.O. 1970, Chapter 25 and amendments.

34.12

Each party shall bear the cost of its arbitrator and any witness produced by such party. The expenses of the chairman shall be borne equally by both parties.

34.13

Ratification

- a. If a portion of the salary and benefits subsidiary agreement is submitted to arbitration, then the final arbitral award shall be deemed to include those items previously settled by mutual consent and shall be binding upon the parties.
- b. If the salary and benefits subsidiary agreement is not submitted to arbitration, it shall enter into force when signed by the President of the University and the President of the Association following ratification by the Governing Council and the Association.

34.14

No Reduction in Salary

No member of the bargaining unit shall suffer a reduction in salary or fringe benefits during the course of this Agreement, or any renewals thereof, except and unless such member voluntarily assumes a lesser fractional appointment pursuant to the provisions of this Agreement.

34.15

University to Obtain Funds

The University agrees to use its best efforts to obtain the funds needed to meet its obligations under this Agreement, or any award pursuant thereto.

34.16

Federal Guidelines

To the extent that Federal guidelines are applicable, the parties agree that following conclusion of an agreement on salaries and benefits, they shall make a joint appeal to the Anti-Inflation Board, and shall in good faith present the fullest possible brief in support of the agreement or any award pursuant thereto.

34.17

Current Salaries and Benefits

Current salaries and benefits of members of the bargaining unit shall remain in effect until new arrangements are negotiated or arbitrated pursuant to the terms of this Agreement.

Information

35.01

The University agrees to provide the Association with such information as may be necessary for the negotiation of the salaries and benefits portion of this Agreement. This shall include, without limiting the generality of the foregoing: University financial reports and audits; the University summary budget; budget projections and allocations relating to academic staff provided to the Budget Committee; global salary budgets; age, rank and salary profiles; instructional activity analyses; fringe benefit costs; actuarial reviews of the University pension plans for academic staff; and all other such information provided to or received from the Ministry of Colleges and Universities, the Ontario Council of University Affairs, Statistics Canada, or the Governing Council.

Federated Colleges

36.01

The University of Toronto hereby agrees to require from the Federated Colleges that such Colleges agree to be bound by and comply with the terms of this Agreement affecting the terms and conditions of employment of members of the bargaining unit whose employment contract rests with those colleges. It is understood that this undertaking is consistent with the injunction of the *Memorandum of Understanding relating to the Role of the Colleges in the Faculty of Arts and Sciences, University of Toronto* to "guarantee the continuing employment of existing College staff on the same basis as faculty in the rest of the University".

Amendments to the University of Toronto Act

37.01

The parties agree not to recommend changes in the University of Toronto Act pertaining to terms and conditions of employment of faculty members and librarians except by mutual consent.

37.02

Any changes in the Act necessitated by the terms of this Collective Agreement shall be mutually supported by both parties.

Changes in Agreement

38.01

Changes or amendments to this Agreement may be made by mutual consent at any time. Changes or amendments of substance shall be subject to ratification. Changes of a purely technical nature

arising out of the Agreement shall not require ratification.

Separability

39.01

If any portion of this Agreement may have been held invalid by judicial or legislative act, the remainder of the Agreement shall remain in force and the parties agree to meet and renegotiate whatever clause or clauses may have been held invalid.

Term of Agreement

40.01

This Agreement shall continue in full force and effect until June 30, 1980, and thereafter automatically renew itself for periods of one (1) year unless either party notifies the other in writing not less than ninety (90) days (nor more than one hundred and twenty (120) days) prior to any expiry date that it desires to amend (except as provided for in this Agreement) or terminate this Agreement.

40.2

Within fourteen (14) days of the filing of such notice, the parties shall agree upon a conciliation officer and a mediator to be used in the event negotiations fail to effect a new or amended Agreement. The duties of the conciliation officer and mediator shall be as specified in section 40.04, *infra*, and the parties shall share the cost of conciliation and mediation equally. In the event the parties are unable to agree upon either a conciliation officer or a mediator, or both, they shall jointly request the Chancellor of the University to appoint either or both, as appropriate.

The Chancellor shall consult with both parties before making his or her decision.

40.03

In the event of notice being given requesting negotiations to amend the Agreement, the negotiations shall commence within fifteen (15) days following receipt of such notification and thereafter both parties shall negotiate in good faith.

40.04

This Collective Agreement shall continue in force during any period of negotiations. If, pursuant to such negotiations, agreement is not reached on the renewal or amendment of this Agreement, or on the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until the following conciliation and mediation procedures (together with the appropriate notice) have been completed, whichever should occur first.

a. Conciliation

In the event that the parties do not reach agreement, either party may request conciliation. The conciliator designated in section 40.02, shall confer with the parties within twenty (20) days thereafter and endeavour to effect a collective agreement. If, within an additional period of twenty (20) days, he or she has been unable to do so, the conciliator will so report to both parties, specifying the issues still to be resolved.

b. Mediation.

In the event the services of the conciliator have not resulted in a collective agreement,

both parties shall jointly refer the matters in dispute to the mediator designated in section 40.02. The mediator shall confer with the parties and endeavour to effect a collective agreement. The parties agree to provide the mediator with whatever evidence he or she deems appropriate. If, within an additional thirty (30) days, the mediator has been unable to effect a collective agreement, he or she shall issue a written report specifying the issues still in dispute and the position taken by each party on these issues. This report may be made public by either party.

c. Notice of Termination

In the event the services of the mediator have not resulted in a collective agreement, either party, following the report of the mediator, may submit notice of not less than sixty (60) days of its intention to terminate the collective agreement, after which it shall lapse.

40.05

The time limits specified in this article may be extended by mutual consent.

Entry into Force

41.01

This Agreement shall enter into force upon signature by the President of the University and the President of the Association following ratification of the Agreement by the Governing Council and the Association. Ratification procedures shall commence immediately upon accord being signified in writing by the negotiators and shall be concluded within twenty (20) working days.

October 1, 1976

PH D ORALS

Friday, October 8

David Gordon Cooper, Department of Chemistry, "Spectroscopic and Kinetic Studies of Tetragonal Planar Complexes of Platinum (II) and Palladium (II)." Thesis supervisor: Prof. J. Powell. Room 201, 65 St. George St., 10 a.m.

David Dowling, Department of English, "Katherine Mansfield: Her Theory and Practice of Fiction." Thesis supervisor: Prof. S.P. Rosenbaum. Croft Chapter House, University College, 11 a.m.

Mary Patricia Connelly, Department of Educational Theory, "Canadian Women as a Reserve Army of Labour." Thesis supervisor: Prof. L. R. Marsden. Conference Room, 315 Bloor St. W., 2 p.m.

William John Egnatoff, Department of Physics, "Racah Algebra for the Poincare Group." Thesis supervisor: Prof. R.E. Pugh. Room 309, 63 St. George St., 2 p.m.

Tuesday, October 12

Gustav James Szabo, Department of French, "The Feminine Image in Victor Hugo's *Les Misérables*." Thesis supervisor: Prof. E.A. Joliat, Room 309, 63 St. George St., 10 a.m.

Wednesday, October 13

Cherk Shing Tam, Department of Pathology, "A Study of the Bone Formation Kinetics." Thesis supervisor: Prof. B. Cruckshank. Room 201, 65 St. George St., 10 a.m.

Kenneth Amoroso, Department of History, "Gerard Winstanley: Religious Mystic or Secular Marxist." Thesis supervisor: Prof. E.E. Rose. Room 307, 63 St. George St., 2 p.m.

Miriam Pearl Rosin, Department of Zoology, "The Induction of Cytoplasmic Petite Mutants of *Saccharomyces Cerevisiae* by Hydrostatic Pressure." Thesis

supervisor: Prof. A.M. Zimmerman. Room 201, 65 St. George St., 3 p.m.

Thursday, October 14

Daniel Gustave Bachor, Department of Educational Theory, "Information Processing Capacity and Teachability of Low-Achieving Students." Thesis supervisor: Prof. C. Bereiter. Conference Room, 315 Bloor St. W., 1 p.m.

Martha Lee Ulbrick Gillette, Department of Zoology, "The Role of the Cell Surface in Aggregation of the Cellular Slime Molds *Dictyostelium Discoideum* and *D. mucoroides*: Morphological and Biochemical Studies Using Concanavalin A." Thesis supervisor: Prof. M.F. Filosa. Room 201, 65 St. George St., 2 p.m.

Alexander Murray, Department of Medieval Studies, "Kinship Structure in Late Antiquity and the Early Middle Ages." Thesis supervisor: Prof. W. Goffart. Room 111, 63 St. George St., 2 p.m.

Collective bargaining

Continued from Page 3

To yield final authority over salary and benefit costs to an arbitrator who may not be fully aware of or sensitive to the complete array of concerns in the University and is not directly accountable to the University would be an abrogation of responsibility. Inevitably, the arbitration process focuses on the salary and benefit issue — with little concern for the academic consequences.

I see considerable merit, however, in the process of independent adjudication of individual grievances. Even with individual grievances, adjudication by a peer group within the University seems preferable to outside arbitration by someone who may not be fully familiar with the practices and traditions of the University. The issues that have been raised by the Faculty Association are of such major importance that it is essential that every faculty member has the time and opportunity to explore them and the alternative proposed by the President and to express his or her own views.

D.A. Chant
Vice-President and Provost

EVENTS

FRIDAY 1

Supersonic Flow Past a Slender Delta Wing: An Experimental Study (Survey seminar series) Prof. J. L. Stollery, College of Aeronautics, Cranfield Institute of Technology. Main lecture hall, Institute for Aerospace Studies. 2 p.m.

Cytogenetics, Behaviour and Informed Consent (Lecture) Dr. John Money, Department of Psychiatry and Behavioural Sciences, Johns Hopkins School of Medicine. Main lecture theatre, Toronto General Hospital. 4 p.m.

Diterpenes of Croton Corylifolius (Lecture) Prof. W.R. Chan, University of the West Indies, Jamaica. 158 Lash Miller Chemical Laboratories. 4 p.m.

MONDAY 4

The control of glycolysis in relation to nitrogen starvation (Seminar) Prof. D.D. Davies, University of East Anglia. Room 7, Botany Building. 4 p.m.

TUESDAY 5

Diderot et la fonction du dialogue (Lecture) Prof. Roland Mortier, Université de Bruxelles. Croft Chapter House. 4 p.m. (Graduate French and SGS)

Festival Toké a bicultural event

For four days over two weekends, Oct. 7 — 11 and 14 — 17, approximately one thousand University of Montreal students are expected to come to the St. George campus to celebrate Festival Toké. The name is a phoneticism for Toronto-Québec. Hart House, in association with University College and the UofM, will act as host.

The festival program includes exhibitions, films, seminars, a poetry marathon and jazz con-

General Committee, Faculty of Arts and Science (Meeting) Council Chamber, Simcoe Hall. 4.10 p.m. Please note change of date.

WEDNESDAY 6

The cost of reproduction in populations of Plantago (Seminar) Dr. J. Antonovics, Duke University. Room 7, Botany Building. 4 p.m.

Quality Living: A World Focus (Household Science Alumnae Association meeting) Helen Tucker, president, Experiment in International Living in Canada. Lillian Massey Building, 157 Bloor St. W. 8 p.m.

Clarion Classics Jean Edwards, soprano and Horace Hinds, trumpeter, in works by Handel, Bach, Fantini and Mozart. R-3103 Scarborough College. 12 noon.

THURSDAY 7

Games and Decisions in Evolutionary Processes (Conference) Oct. 7 — 9, New College. Oct. 7, Symposium on Theories, 12 noon; Oct. 8, Symposium on Biology, 9 a.m.; Symposium on Sociology, 1 p.m.; Oct. 9, Symposium on Artifacts and summation, 9 a.m. Registration fee \$20. Telephone 978-2461.

certs. In addition there will be two shows at Convocation Hall. On Friday, Oct. 8, Felix Leclerc plus Black Creek and on Friday, Oct. 15, Ray Materick, Robert Paquette and 33 Barette. Both shows at Convocation Hall begin at 8 p.m. Tickets are \$1 each, on sale at the SAC office.

The visiting students will need billets. If you can help, please phone 978-6933 or register at the hall porter's desk at Hart House.

JOB OPENINGS

Below is a partial list of job openings at the University. Interested applicants should read the Promotional Opportunity postings on their staff bulletin boards, or telephone the personnel office for further information. The number in brackets following the name of the department in the list indicates the personnel officer responsible. Please call:

(1) Sylvia Holland, 978-6470; (2) Wendy Chin 978-5468; (3) Manfred Wewers, (978-4834; (4) Ann Sarsfield, 978-2112; (5) Beverley Chennell, 978-7308.

Clerk Typist II (\$7,000 — 8,230 — 9,460)
Private Funding (1), Dentistry (1)

Clerk Typist III (\$7,700 — 9,060 — 10,420)
Chemistry (1), Anthropology (1)

Secretary I (\$7,700 — 9,060 — 10,420)
Library Administrative Services (5), Information Services (1), Pharmacy (4), Institute of Policy Analysis (2), Student Awards (1)

Secretary II (\$8,470 — 9,970 — 11,460)
Division of Laboratory Animal Science — Temp. (4), Vice-President Business Affairs (1), Rehabilitation Medicine (4)

Secretary III (\$9,330 — 10,970 — 12,620)
Dentistry (1), Faculty of Library Science (5)

Library Technician II (\$3,500 — 4,115 — 4,730)
Faculty of Law — P/T (2)

Library Technician IV (\$8,470 — 9,970 — 11,460)
Faculty of Law (2)

Laboratory Technician II (\$10,370 — 12,200 — 14,040)
Dentistry (1), Physiology (4)

Laboratory Technician I (\$6,350 — 7,470 — 8,600)
Dentistry — P/T (1), Psychology (1), Zoology (1)

Programmer I (\$9,850 — 11,590 — 13,330)
Anaesthesia (4)

RESEARCH NEWS

Inland Waters Research Program

New proposals for negotiated academic projects in specified priorities areas should reach the Office of Research Subventions, Inland Waters Directorate of Environment Canada by Nov. 8. The Water Resources Research program is looking particularly for multidisciplinary or interdisciplinary research into economic, social and institutional matters, water quality aspects, hydrologic modelling, subsurface contamination, hydraulics of water systems, and snow and ice. For further information and application forms, call 978-2163.

Researchers already holding research agreements in this pro-

gram will be contacted directly by the agency regarding 1977-78 submissions.

**"Humans" Review
MOH Applications
Final Reminder**

Applicants for research support from the Ontario Ministry of Health are again reminded that the Ministry requires that a use of human subjects approval accompany a research proposal. In order that a valid "Humans" approval can be arranged before the application deadline on Nov. 1, protocols should be submitted to ORA one month in advance of that date.

For further information, call 978-5585.

Extended Christmas break

The University holiday over the Christmas and New Year period will be from Friday, Dec. 24 to Friday, Dec. 31. Normal working hours will begin again Monday, Jan. 3. This decision of the University administration has been circulated by Robert F. Brown, director of Personnel.

The holiday announcement does not cover service and operating schedules in divisions such as the Library, Computer Centre, Physical Plant and U of T Press where announcements will be made separately.